

Cedar Rapids Public Library Bd.

CWA #7101

7/1/2006 6/30/2007

**Agreement**  
**between**  
**Cedar Rapids Public Library Board,**  
**Public Employer**  
**and**  
**Communications Workers of America**  
**Local No. 7101**

July 1, 2006 – June 30, 2007

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### **Article 1 – Preamble**

- 1.1 This Agreement is executed by the Board of Trustees of the Cedar Rapids Public Library, hereinafter called "Employer," and Communications Workers of America, hereinafter called "Union."
- 1.2 It is the Employer's and the Union's desire to provide the people of Cedar Rapids with the highest quality library service as is possible and to improve the quality of library service by mutual agreement through good faith negotiations.

### **Article 2 – Purpose and Definitions**

- 2.1 The purpose of the Employer and the Union in entering into this Agreement is to set forth their complete agreement with regard to wages, hours and working conditions for the employees in the bargaining unit and to promote a harmonious and cooperative relationship between the Employer and the members of the Union in the carrying out of their duties and responsibilities to the Cedar Rapids community.
- 2.2 EMPLOYMENT DATE. Beginning date of most recent period of continuous employment at the Cedar Rapids Public Library.
- 2.3 SENIORITY/LONGEVITY DATE. Beginning date of most recent period of continuous employment at the Cedar Rapids Public Library in a full or regular part-time position unless adjusted as specified in this Agreement. Seniority for hourly and temporary position employees is applicable only for the purpose of a layoff, transfer, movement in Schedule L of the pay system, filling a vacancy as specified in this Agreement and weekend selection.

### **Article 3 – Recognition**

- 3.1 The Employer hereby recognizes the Union as the exclusive collective bargaining agent for the following unit:

Building Maintenance Worker I	Library Materials Purchasing Clerk
Building Maintenance Worker II	Library Materials & Reference Assistant
Department Clerk	Library Mobile Services Driver
Interlibrary Exchange Representative I	Library Program Specialist II
Library A-V Technical Specialist	Library Shelver
Library Materials Clerk	Library Substance Abuse Specialist
Library Materials Processor	

*Excluded – All persons excluded by Section 4 of the Act, and those employees not heretofore mentioned.*

- 3.2 The Union recognizes the responsibility of the employees to cooperate with the Employer to assure maximum service at a minimum cost to the public.

- 3.3 The Employer has, in addition to all powers, duties, and rights established by constitutional provision, statute, ordinance, charter, or special act, the exclusive power, duty and the right to direct the work of its public employees; hire, promote, demote, transfer, assign and retain public employees in positions within the Employer's operation; to suspend or discharge public employees for proper cause; to maintain the efficiency of governmental operation; to relieve public employees from duties because of lack of work or for other legitimate reasons; to determine and implement methods, means, assignments and personnel by which the public Employer's operations are to be conducted; to take such action as may be necessary to carry out the mission of the public Employer; to initiate, prepare, certify, and administer its budget; to exercise all powers and duties granted to the Employer by law; and to exercise its total rights as an employer, except as expressly limited herein.
- 3.4.a *Checkoff* – The Employer agrees to deduct the Union membership initiation fee and, once each month, dues from the pay of those employees who individually request in writing that such deductions be made. The request must be received by the Employer by the first (1st) of the month in which the first deduction is to be made. The amounts to be deducted shall be certified to the Employer by the Treasurer of the Union, and the aggregate deductions of all employees shall be remitted, together with an itemized statement, to the Treasurer by the fifteenth (15th) day of the succeeding month. Individuals whose wages will not allow for the deduction on the appropriate paycheck will directly pay the Union any membership initiation fees and/or dues.
- 3.4.b Any authorization for such deductions may be revoked by an employee by giving written notice to the Employer and to the Union thirty (30) days prior to the pay period such deductions are made.
- 3.4.c The Union, its successors or assigns, agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits, orders, damages, or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer at the request of the Union as by reason of action taken in reliance on individually authorized deduction forms furnished to the Employer by the Union, or any other action under the provisions of this Article 3.

#### ***Article 4 – Various Types of Employees***

- 4.1 Regular full-time employees are employed on the basis of a forty (40) hour week, which schedule may cover evenings, Saturday hours, and possibly Sunday hours.
- 4.2 Regular part-time employees who have a regular part-time schedule throughout the year of a minimum of twenty (20) hours per week are entitled to fringe benefits on a prorated basis determined by the weekly number of hours they are regularly scheduled to work (*i.e. average 30 hours per week on a regular weekly basis over the calendar year – 75% of benefit*).
- 4.3 In order to cover special needs, individuals are employed on an hourly rate basis and are paid the prescribed hourly rate only. Hourly rated employees working less than an

annual average of a twenty (20) hour week on a regular basis and who are not regular part-time employees, are not entitled to any benefits of Flex-Leave, Long-term Illness/Injury, holiday time, or any other fringe benefit to which a regular employee may be entitled.

- 4.4 Temporary position employees (*such as people hired for a four-month period or less*) are paid at the agreed upon rate with no fringe benefits.
- 4.5.a A new employee shall work a probationary period of six (6) calendar months during which time he may be released by the Employer for any reason. Such release may not be challenged as a grievance. However, during such six (6) month period such probationary employee shall have all other rights under this Agreement and upon completing the probationary period shall be classed as other employees in his classification, with established seniority which shall date from the beginning date of his most recent period of continuous employment unless adjusted as specified in this Agreement.
- 4.5.b This probationary period can be extended in an individual case by a written agreement between the Director and the Union representative.
- 4.6.a Employees hired under programs involving Federal or State grants, such as those under the heading of Work Experience, On-the-Job Training, or Public Service Employment or other such program participants, shall be placed in training positions or assignments as deemed necessary by the Employer for the duration of the special program. Such participants shall receive the pay and benefits as designated by the grant agreement from the State or Federal government. No job or job classification shall be displaced because of the operation of this paragraph.
- 4.6.b Any benefits/rights accumulated by an employee while working in any of the above funded positions shall not be transferable to a regular Library-funded position. Seniority for all purposes shall begin on the date they are appointed to a regular position. Any benefits/rights accumulated by an employee while working in a regular Library/City funded position shall not be transferable to a position as described in 4.6.a.
- 4.6.c Article 4.6.a and 4.6.b shall not apply to persons employed in the Iowa Substance Abuse Information Center.
- 4.7. Whenever this Agreement refers to the male gender it shall also mean the female gender.

#### **Article 5 – Hours of Work**

- 5.1 This section is intended as a description of a regular workweek for all employees. The Employer cannot guarantee the number of hours to be worked per day, per week, per month. Full-time employees will normally work consecutive hours (*with appropriate breaks and lunch periods*) except when an emergency scheduling problem arises. However, no full-time employee will have his working hours reduced except by the terms of this Agreement under "Staff Reduction" or upon agreement with the Union. Staff members may be required to work overtime as stated in the "Overtime" section of this

Agreement. All full-time and regular part-time employees shall be paid for at least two (2) hours work each time they are scheduled or called out.

- 5.2. Hourly employees are paid the hourly rate established and are scheduled for hours needed. Employees are paid on the basis of time worked to the nearest one-tenth (1/10<sup>th</sup>) of an hour; deductions for time not worked are made on the same basis.
- 5.3 Regular part-time employees have a regular part-time schedule throughout the year that, at minimum, averages twenty (20) hours per week per pay period.
- 5.4 Regular full-time employees are employed on the basis of a forty (40) hour week.
- 5.5 The Employer has the exclusive right to schedule hours all employees work. The workweek for each employee is scheduled under the supervision of the Department Director. Weekly schedules are posted two (2) weeks in advance. All schedules are subject to change. Due to the necessity of covering evenings, Saturday hours, and possibly Sunday hours, all employees are expected to work evenings and Saturdays when necessary and possibly Sundays.
- 5.6 For pay purposes, the workweek for all employees runs from 11:59 p.m. Saturday to 11:59 p.m. the following Saturday. Also, for pay purposes, holidays for all eligible employees begin at 12:01 a.m. the day of the holiday and end twenty-four (24) hours later.
- 5.7 An employee may exchange a workday with another qualified employee in the same department upon their mutual agreement and with the approval of the appropriate Department Director(s). In cases where an employee trades days with another employee, the Employer shall not be obligated to pay overtime on either eight (8) hour trade. The traded day shall be paid back within the same workweek.
- 5.8 A mutually agreeable 4 – 40 work schedule will not cause that employee to receive additional benefits compared to another person working in a similar position.
- 5.9 If asked to work an unscheduled split shift, an employee will receive one-half (1/2) hour travel time.

#### **Article 6 – Overtime**

- 6.1.a Employees shall be paid at the rate of time and one-half (1½) their basic hourly rate for hours actually worked in excess of forty (40) hours in any workweek, or any hours scheduled and worked on a Sunday. The employee shall elect whether to receive overtime pay or compensatory time (*equal to 1½ times the actual overtime or Sunday time worked*). This decision shall be followed except where staffing levels do not allow that flexibility. In the latter case, the supervisor will be responsible for notifying the employee of that decision. Scheduling decisions as to when compensatory time is to be taken shall be made by the appropriate supervisor. Compensatory time may be accumulated up to a maximum of 40 hours. Twenty hours may be carried from one fiscal

year into the next fiscal year. Any hours above 20 will be paid to the employee on the last paycheck of the fiscal year.

- 6.1.b For overtime purposes, the current basic hourly wage of a salaried employee is described as the employee's base annual rate divided by the number of hours in the standard work year of forty (40) hour weeks; namely 2080 hours. All overtime shall be computed to the nearest one-tenth (1/10th) hour.
- 6.2 There shall be no pyramiding of overtime in that any hours for which overtime or premium pay has been paid will not be included or counted as hours worked for the purpose of determining further overtime or further premium pay under this Agreement. A change in work schedule or trade-off of work assignments or other rescheduling of work assignments requested by an employee, when approved by the Employer, which results in work assignments within a workday in addition to the regularly scheduled eight (8) hour shift of the employee, shall not be construed as overtime.
- 6.3 Any granted paid leave such as Flex-Leave, Long-term Illness/Injury and holiday hours worked and holiday hours not worked shall not be considered as time worked for the purposes of computing overtime.
- 6.4 All overtime to be worked must be approved in advance by the Director, Assistant Director, or immediate supervisor except in the case of an emergency. In an emergency, overtime may be approved by the person in charge of the Library.
- 6.5 The Employer retains the right to decide when unscheduled working hours are necessary. In the calling order for unscheduled hours, preference will be given to persons in the department of the job that is being filled. Unscheduled hours will be offered to part-time or hourly employees who could work at straight time. Overtime will be offered on a seniority basis, beginning with the highest seniority person of the same or higher grade who is qualified to do the job that is being filled. An individual may decline unscheduled hours as long as there is a qualified employee in the same department with less seniority available to work. In the case where Library property (*e.g. bookmobile, buildings, or equipment*) may be in danger or need of last minute repair, the employee in charge of the agency shall stay on the job until the problem is resolved. Any employee assigned to extra-time duty shall be given lunch and rest periods that would normally be granted during the hours worked.
- 6.6 All employees must provide the Employer with a reasonable method of contacting them in the event the employee does not have a telephone in his place of residence.
- 6.7 It is anticipated that from time-to-time, an employee may receive a telephone call when he is not at work for information to assist the Library in fulfilling its mission. The employee shall furnish all information in his possession to the person making such call and this shall not be construed as overtime.



### ***Article 7 – Salaries and Job Classification***

- 7.1 Employees covered by this bargaining unit, shall have effective July 1, 2006, and for the duration of this Agreement, their pay rates adjusted according to the Library Bargaining Unit Plan – Salary Schedule:
- 7.2 Job Classification. The Position Classification currently being utilized shall continue to be in effect during the life of this Agreement. All official personnel records concerning Library staff members are maintained by the Library.

### ***Article 8 – Major Change in Job Content or Establishment of a New Job***

- 8.1 In the event of a major change of job content or the installation of a new job, the Employer shall establish a new rate in accordance with the present practice. Either party, if not satisfied with the rate, may file a grievance in accordance with the grievance procedure.
- 8.2 Such grievance cannot be filed until the thirtieth (30th) working day of the job. If such grievance is filed between the thirtieth (30th) and fortieth (40th) working day of the job and if the rate of the job is increased by the Employer, such rate shall apply as of the first day the new job or revised job began.
- 8.3 If a grievance is filed later than the fortieth (40th) working day of the job, and the rate is changed, such new rate will apply as of the date the grievance is filed.

### ***Article 9 – Job Improvement Program, Employee Performance Report, and In-service Training***

- 9.1 *Job Improvement Program.* The Employer will periodically discuss with each employee ways to improve his performance, using a written evaluation. New employees will be evaluated at two (2), five (5), and twelve (12) month intervals, with all employees then being evaluated at least once every twelve (12) months. The evaluation form will be written, narrative comments by the immediate supervisor of the employee's performance. A copy of that evaluation will be given to the employee at the supervisor/employee meeting and both copies will be signed by the supervisor and employee. After a written warning, the employee will be evaluated within forty-five (45) days.
- 9.2.a *Conferences and Meetings:* The employer will post listings of Library-related conferences, seminars and meetings as they are announced.
- 9.2.b Staff interested in attending any of these conferences or any other conferences for work-related reasons shall return the form to the Administrative Office with his choice(s) indicated. Employees may request to attend other conferences that are available during the year. The administration will then, according to preferences indicated, considering available funds and scheduling problems, decide who, if any, shall attend each conference. If more people than are possible to release indicate an interest, the administration shall give priority to staff who are participating in the program or committee work and/or who need such experience for their development. In cases where

several staff members repeatedly indicate an interest in attending one conference (*such as ALA*) the choice of who shall attend will be rotated among staff members.

- 9.2.c An employee who has requested and is permitted to attend a seminar, meeting or conference will not suffer any loss in pay for the time necessary for such attendance. The employee's regularly scheduled hours will be typically adjusted so that an employee will not have over 40 hours during any workweek. Time spent in attendance at a conference on a Sunday will not be paid at the overtime rate.

9.3 *Reserved*

- 9.4.a *Course Work – Purpose:* To encourage and facilitate the continual growth and competency of the Cedar Rapids Public Library staff by encouraging the staff to enroll in courses offered in the Cedar Rapids-Iowa City area.

- 9.4.b *Scheduling:* When a staff member expresses a desire to attend a course related to his work (*i.e. all library science courses and any other work-related course*) the Department Director shall endeavor to arrange the schedule so the employee can attend the class.

- 9.4.c *Recognition:* Evidence of completed courses shall be added to the employee's personnel record upon the request of the employee and shall be taken into consideration when the employee applies for other positions in the Library.

- 9.4.d *Release Time:* An employee may request release time for library science college credit courses and other direct work-related college credit courses. There will be a pool of one hundred-fifty (150) work-release hours in the contract year, which can be distributed to staff who request release time. No individual shall be awarded more than one-third (1/3) of the total pool of hours during the contract year. Up to 50% of the college credit contact hours may be awarded. The committee is not obliged to allocate the entire pool of hours if there is insufficient demand. Hours not awarded by the end of the contract year are lost. Employees defined in 4.3 and 4.4 are not entitled to release time.

A committee of three (3) staff members called the release time committee, consisting of: one (1) administrator, one (1) supervisor, and one (1) non-supervisor (*all appointed by the Union representative*), will decide who shall receive these hours. In making such decision, the committee must first secure the recommendation of the supervisor of the employee requesting such release time, particularly involving scheduling problems. The committee shall make the final decision. Supervisors shall forward all release time requests to the administrator serving on the release time committee. Both the supervisor and employee shall be notified of the decision and the supervisor shall arrange a specific schedule of release time with employee.

Proof of completion of such course may be required by the release time committee. If an employee does not complete a course, compensation equal to that of the paid release time may be deducted from the employee's paycheck upon the decision of the release time

committee and the paid release time hours returned to the pool.

If, during a given workweek, an employee has taken release time, and it is later determined that he must work additional hours during that week, the hours taken for release time which equal the additional hours worked shall not be counted as hours worked or as release time hours used.

- 9.5 *Personnel Files:* Employees may review their personnel file not more than twice each year upon their written request. Upon receipt of the written notice, the Employer shall schedule a time and place for the employee to review the file. Such review of the file shall be under the supervision of the Library Director or designated representative. The employee may review the entire contents of the personnel file with the exception of pre-employment references from schools, colleges, or previous employers.

#### **Article 10 – Seniority**

- 10.1 All employees have seniority based on the beginning date of their most recent period of continuous employment at the Cedar Rapids Public Library, except as otherwise provided in this Agreement. Employees who resigned or retired and were rehired will have a new seniority date which will be the date of rehire.
- 10.2 An employee shall not accumulate seniority in any month in which he is on unpaid status (*excluding unpaid sick leave*) for a total of ten (10) or more unpaid days. However, an employee shall not lose seniority for the first applicable unpaid leave during the contract year, if the leave does not exceed twenty-two (22) unpaid days. If the leave exceeds twenty-two (22) unpaid days, the excess shall be calculated as though the first twenty-two (22) days had not been taken. In any month in which seniority is not accumulated, the seniority/longevity date shall be adjusted by the number of days in the month. Each month shall be considered to have thirty (30) days.
- 10.3 Seniority rights shall continue for any employee in the bargaining unit who is temporarily appointed to a supervisory position for a period of less than twelve (12) months.
- 10.4 An employee shall be terminated and lose all seniority rights under this Agreement for the following reasons:
1. Voluntary resignation or retirement.
  2. Discharge for cause.
  3. Failure to respond within seven (7) calendar days to a recall from layoff.
  4. Failure to return to work within fifteen (15) calendar days, or if working in a professional status, within thirty (30) calendar days after accepting a recall from layoff.
  5. Absence for three (3) consecutively scheduled workdays without authorization or just cause (see Article 20.3).
  6. Failure to secure proper leave of absence or failure to return by the expiration date of leave of absence, or an extension thereof properly granted. The Director has the

authority under Article 21 to grant additional unpaid leave. The Union shall be made aware in advance of any action taken under this clause.

7. Laid off for a period of more than eighteen (18) consecutive months.

- 10.5 The employer will post forms on October 1<sup>st</sup> indicating the number of employees who may be off on scheduled blocks of Flex-Leave in each job classification during a particular week for the next calendar year. Employees may state preferences for blocks of Flex-Leave during the following calendar year. A block of Flex-Leave equals 5 days. No more than 3 consecutive blocks of 5 may be selected on a seniority basis. After the 5-day block selection has been completed, a second round of preferences will take place on the basis of seniority for blocks of less than 5 days. After choices have been entered on the form, they may not be changed until the selection process is completed; after that they may be changed by mutual agreement of any other employees involved and the appropriate supervisor. If employees share the same seniority day, the order of selection will be alphabetically by first name.

After blocks and single days are selected, affected employees will bid by seniority and department required time for programs and special events (*such as story time*) followed by selection of weekends to be worked. Weekend selection will be on the basis of seniority by hire date at the Library. An employee transferred to another position after selecting their block may have to reschedule to a different date.

Flex-Leave from the week preceding Christmas through the end of the year will be granted on a random basis. Employees may enter the drawings for both weeks but should they win both, may only select one of the weeks. The remaining week will be re-drawn from the original pool of interested employees.

#### **Article 11 – Staff Reduction**

- 11.1 In the event of a reduction in force, employees may request an unpaid leave of absence or a reduction in hours and wages not to exceed sixty (60) working days during which time there will be no reduction in accruing benefits. Final decision on approval of the foregoing rests with the Director.
- 11.2 Employees in the bargaining unit holding full-time positions whose positions have been eliminated will have the right to bump the person youngest in seniority in any position in the same or lower pay range providing they are qualified to work the position. Full-time employees may use their seniority to bump into a part-time job for which they are qualified.
- 11.3 Employees in the bargaining unit holding part-time positions whose jobs have been eliminated will have the right to bump the person youngest in seniority in any part-time position in the same or lower pay range providing they are qualified to work the part-time position.
- 11.4 No employee can bump another employee unless he has more seniority than the person being bumped.

11.5 Positions subject to bumping shall be defined by pay range as follows:

Grade 30	Library Audio-Visual Technical Specialist Library Program Specialist II
Grade 22	Library Substance Abuse Specialist
Grade 18	Library Materials and Reference Assistant Building Maintenance Worker II Interlibrary Exchange Representative I
Grade 16	Library Materials Purchasing Clerk
Grade 14	Building Maintenance Worker I Library Materials Processor Department Clerk
Grade 12	Library Mobile Services Driver Library Materials Clerk
Grade 00	Library Shelver

11.6 Persons employed with funds from federal, state, or other grants shall be exempt from bumps and shall not be entitled to bump any other employee. Also, such employees shall not have any seniority rights under the contract to fill vacancies or to bid on permanent jobs. Consideration will be given to such employees, when necessary, to employ personnel from outside the staff.

11.7 Bumping will be done in order of seniority. The employee whose position has been eliminated holding the highest seniority shall make the first bump, the employee holding the second highest seniority shall make the second bump, etc. Normally, employees will be expected to make a bumping decision within forty-eight (48) hours. An employee who has taken a different position by the bumping process shall receive placement in the new pay grade at the same step he had attained at the time of the bump. In no case is the employee entitled to an increase.

11.8 Any employee displaced by this section shall also have the foregoing bumping rights.

11.9 All employees on a lay-off status shall retain their seniority that they had when they were laid off; they will not continue to earn seniority while on lay-off. Employees who have been on lay-off status for eighteen (18) continuous months shall lose all seniority rights. During the eighteen (18) months of lay-off, it is the employee's responsibility to keep the administration informed of his current address. The Employer will send a recall notice (*notice of available position*) by certified letter. An employee who fails to respond to a

recall notice by certified letter within seven (7) calendar days shall relinquish the right to be recalled. However, an employee previously employed on a full-time job will not have to accept a recall notice for a part-time job, and a former part-time employee need not accept a recall notice for a full-time job, but shall notify the Employer, in writing, of his decision not to accept such recall notice in order to retain his seniority for a later recall. Nor need an employee accept a recall notice for a position in a lower classification than was held at the time of lay-off in order to retain seniority for a later recall. The employee who accepts the position upon recall must return to work within fifteen (15) calendar days, or if working in a professional status, within thirty (30) calendar days, or the employee is thereby considered to have relinquished the right to be recalled.

- 11.10 If there is, or has been, a reduction in force in the organization and a bargaining unit position becomes vacant or is later restored, the employee (*whether working or laid off*) with the most seniority who worked in that classification or a higher classification and who qualifies is entitled to the position. If no one accepts or qualifies under the foregoing, the position will be filled as if it were a new position. New positions in the bargaining unit will be opened to qualified staff (*working or laid off*) before being offered to outside applicants, and if all other factors are equal among applicants, seniority will be used to select the candidate.

#### **Article 12 – Transfers and Filling Vacancies**

- 12.1 The Library Director shall have the right to transfer an employee to fill a vacancy that is not expected to exist for more than thirty (30) calendar days and does not exist for more than forty-five (45) calendar days.
- 12.2.a On vacancies that are to be filled that are expected to last for more than thirty (30) calendar days, but less than one (1) year, the job will be posted for seven (7) calendar days, during which time employees interested may apply. The selection of a qualified person to fill such vacancy will be made from such list of names by the Library Director. If no qualified employee applies to fill such vacancy, the Library Director may transfer the qualified person who is youngest in seniority to fill such vacancy. Should the temporary vacancy become a permanent vacancy, it will be posted as a permanent position.
- 12.2.b The employee temporarily filling such vacancy may return to his previous job. He shall retain his original seniority date, pay status, and all benefits he would have had as if he had remained in the original job. In the event his original job no longer exists, he shall have rights under Article 11.7.
- 12.3 The vacant, permanent positions to be filled will be posted for seven (7) calendar days and any employee may apply before the position is filled. If qualifications are equal between employees who apply, seniority will be considered. Also, the Library Director may consider other applicants outside the staff. If all qualifications are equal, preference will be given to employees first, then to outsiders.

- 12.4 An employee formally transferred to a higher level position lasting more than one (1) week shall have his salary adjusted to reflect the new responsibilities (*to the step in the higher pay range representing the least increase*).
- 12.5 If an employee is transferred against his will to a position of a lower grade, he will retain all benefits and privileges of his previous position. If an employee applies for and is chosen for a lower pay level position than he is presently in, he shall be placed on the same step of the lower pay level position as he was in his present position.
- 12.6 An employee transferred to a different position for which he has applied shall have a trial period of twenty-one (21) calendar days during which time he may return to his previous position. The decision to return an employee to his previous position within the twenty-one (21) calendar day limitation may be made by either the employee or Employer and is not subject to the grievance procedure. The employee shall be returned to his previous position at a time convenient to the Employer, but within fourteen (14) calendar days after the decision is known. An employee may exercise the right to return to a previous position a maximum of one (1) time per contract year. An employee returning to a previous position under the foregoing conditions shall receive the salary and benefits which he would have had if he had continued in that former position.
- 12.7 Credit for Flex-Leave, Long-term Illness/Injury, seniority and other benefits transfer with the employee who transfers within the bargaining unit.
- 12.8 An hourly employee who transfers to a regular full or part-time position of equal or higher grade shall suffer no loss in pay.

#### **Article 13 – Separation from Service**

- 13.1 Retirement age for staff members in the bargaining unit shall be in conformity with federal and state guidelines.
- 13.2 Any change of which the Employer is aware in the Iowa Public Employees Retirement System or Social Security will be passed on to all staff and to the Union.
- 13.3 Resignation: Employees are urged to give as much advance notice of their resignation as possible. At least four (4) weeks written notice is required from members of the professional staff when they resign. Other employees are expected to give at least two (2) weeks written notice when they resign.

#### **Article 14 – Discipline and Discharge**

- 14.1 Disciplinary action may be imposed upon an employee for failing to fulfill his responsibilities as an employee. In imposing discipline, except for serious cases justifying immediate suspension or discharge, the Employer agrees that it will use progressive discipline.
- 14.2 Progressive discipline shall include first an oral, then written warning(s) and suspension or discharge. Written warnings shall expire at the end of twelve (12) months; however, a

copy of the written warning shall remain in the employee's personnel file. After a written warning, the employee will be evaluated within forty-five (45) days. No employee will be discharged except for just cause.

- 14.3 If any form of discipline is to be discussed between an employee and his supervisor, including oral or written warnings, the employee may have a Union representative present if requested.
- 14.4 An employee who has been discharged or suspended may have his grievance filed directly at Step 3 under Article 15.2.

#### **Article 15 – Grievance Procedures**

- 15.1 The parties recognize the need to provide an orderly process for the resolution of differences. Anything that affects an employee may be grieved by that employee through Step 2 of the procedures.
  - 15.1.a No employee bringing a grievance in this way shall be interfered with, restrained, discriminated against, or punished in any way for doing so during the grievance procedure or thereafter.
  - 15.1.b The Employer shall make available to a grievant or the Union during normal business hours payroll records or time and attendance records of an employee pertaining to a particular grievance. If it is necessary for the employee's personnel file to be examined, the employee must sign a written authorization for his file to be examined. Such authorization shall relieve the Employer from any responsibility for the release of any information contained in the file. Grievance forms shall not become a part of the employee's personnel file either during the grievance procedure or thereafter.
  - 15.1.c Failure on the part of the grievant to meet any time requirement shall be interpreted as terminating the grievance.
  - 15.1.d Failure on the part of the supervisor to meet any time requirement shall allow the grievant to automatically utilize the next step of the procedure.
  - 15.1.e At Steps 1 through 3 (*all steps prior to arbitration*) all representatives of the grievant(s) and the Public Library supervisory staff must be employees of the Public Library or representatives of the Union or City.
  - 15.1.f All meetings directly concerned with the filing and processing of a grievance through Step 3 may be conducted on Library time, provided they are scheduled at such times as not to interfere with normal operations and have been approved by the Director.
  - 15.1.g Time limitation of any procedural step may be extended by mutual consent of both parties.



15.1.h The Union president or designated representative may request to meet with the Library Director to attempt to resolve potential grievances and seek clarification of policy during scheduled working hours. Should this meeting not resolve the problem of a group of employees, the Union president may file a group grievance signed by all of the group members at Step 3 of this grievance procedure.

15.2 Procedural Steps:

Step 1. If a grievance is not satisfactorily handled verbally, the employee and/or Union representative shall present to the employee's Department Director a completed grievance form within thirty (30) calendar days of the date of the cause of grievance. The Department Director shall attempt to adjust the matter within fourteen (14) calendar days of receipt. The decision shall be in writing.

Step 2. If the grievance has not been resolved, it may be appealed (*by the employee and/or his Union representative*) to the assistant Director within fourteen (14) calendar days of receipt. The Assistant Director shall attempt to resolve the grievance within fourteen (14) calendar days of receipt. The decision shall be in writing.

Step 3. If the grievance has not been resolved, and if the grievance relates to the interpretation or application of the provisions of this Agreement, it may be appealed (*by the employee and/or his Union representative*) to the Director within fourteen (14) calendar days of receipt. The Director shall attempt to resolve the grievance within fourteen (14) calendar days of receipt. The decision shall be in writing.

Step 4.a If the grievance is not settled in Step 3, it may be appealed to arbitration by the Union by written notice of a Request for Arbitration submitted to the Director within thirty (30) calendar days after the receipt of the Director's answer. Said written notice shall be signed by a representative of the Union, and shall state the specific section of this Agreement, which is to be considered by the arbitrator. When a timely Request for Arbitration has been made, a representative of the Employer and a representative of the Union shall select a mutually agreeable arbitrator to hear and determine the grievance. If the representatives of the parties are unable to agree upon the selection of an arbitrator within fifteen (15) calendar days of the Employer's receipt of the arbitration notice, either party has fifteen (15) calendar days to request the Federal Mediation and Conciliation Service to submit a list of five (5) arbitrators. Upon 14 days from receipt of the list, the parties shall alternately strike names with the remaining fifth person being the arbitrator. The party requesting the arbitration shall strike the first name.

Step 4.b An arbitrator selected pursuant to provisions of Step 4.a shall schedule a hearing on the grievance and, after hearing such evidence as the parties desire

to present, shall render a written opinion and award. The arbitrator shall have no authority to hear or determine wage or fringe benefits adjustments, nor to add to, subtract from, modify or amend any terms of this Agreement. The arbitrator shall have no authority to substitute his discretion for that of the Employer in any matter reserved to the Employer by law or by the terms of this Agreement. A decision of the arbitrator, within the scope of his authority, shall be final and binding upon the Employer, the Union and the aggrieved employee(s). The arbitrator may not hear more than one grievance unless the presentation of more than one grievance is mutually agreed to by the Employer and the Union.

Step 4.c The Employer and the Union shall share equally any joint costs of the arbitration procedure, such as the fees and expenses of the arbitrator, and the court reporter if one is desired by the arbitrator, and the costs of a hearing room and transcript. Any other expenses shall be paid by the party incurring them.

#### **Article 16 – Health and Welfare**

16.1 The Employer shall continue in effect the present insurance programs now available to all full-time and regular part-time employees. These programs and the contribution by the Employer are:

16.1.a Group hospitalization, diagnostic, x-ray, laboratory, and major medical with the Employer's contribution being no more than the full single or family rate in effect as of July 1, 2006, until age sixty-five (65) at which time the Employer will offer to pay no more than the full single rate or Medicare supplement rate in effect on July 1, 2006. The Employer will pay the family premium only for those employees having family coverage on December 31, 1985, and for new hires electing coverage after that date or for those employees who have an "event" as described by the carrier, after December 31, 1985.

The employees will contribute \$20.00 (*single*) and \$40.00 (*family*) monthly for health insurance. Employees are eligible for IRS 125 to pay the premiums in pretax dollars as well as sign up for other tax breaks allowed under the law.

Effective 01-01-07

The member deductible for single plan coverage is one hundred fifty dollars (\$150) and the maximum out-of-pocket expenses are five hundred dollars (\$500). The member deductible for family plan coverage is three hundred dollars (\$300) and the maximum out-of-pocket expense is one thousand dollars (\$1,000). Prescription drugs have a separate deductible and maximum out-of-pocket, and are not included above.

Effective 01-01-07

The City will furnish to all members a three (3) tiers prescription drug card with a single deductible of one-hundred dollars (\$100.00), family deductible of two-hundred dollars (\$200), and three-hundred dollars (\$300) single out-of-pocket maximum, five hundred dollars (\$500) family out-of-pocket maximum, separate from other medical expenses. The City shall pay the higher co-insurance percentage and the member shall pay the lower co-insurance percentage.

Tier 1 (Generic) with 90/10% Co-insurance, Tier 2 (Formulary Brand) with 75/25% Co-insurance, or Tier 3 (Non-formulary Brand) with 60/40% Co-insurance. Lifestyle specialty drugs will not be covered.

Effective 01-01-07

The City will offer a Health Risk Assessment process. Any employee who completes a Health Risk Assessment will receive one month of health insurance coverage at no premium cost. Information gained in the Health Risk Assessment process will not be shared with City of Cedar Rapids management except in aggregate form. The Health Risk Assessment process is optional.

- 16.1.b Group Life Insurance with Accidental Death and Dismemberment in the amounts of \$10,000 on each eligible employee. The Employer's contribution amounts to no more than the full single rate in effect as of July 1, 2004. In accordance with the terms of the Master Contract, the month after an employee reaches age sixty-five (65) the Life benefit reduces to \$6,500.00 and \$6,500.00 Accidental Death and Dismemberment; the month after reaching age seventy (70), the Life benefit reduces to \$5,000.00 and Accidental Death and Dismemberment discontinues.
- 16.1.c Eligible employees will be offered the opportunity to purchase supplemental life insurance up to two (2) times their annual salary with a maximum of \$100,000.00, subject to availability and certain limitations.
- 16.1.d Group Hospitalization, Diagnostic, X-ray, Laboratory, and Major Medical Insurance and Group Life Insurance with Accidental Death and Dismemberment, similar to those available to full-time employees, are available to regular part-time employees where possible on a prorated cost contribution basis by the Employer.
- 16.1.e The Employer will cover each employee that is eligible for Flex-Leave with a Long-Term Disability insurance policy that will provide the employee with 66-2/3% of their wages following a 90 calendar-day waiting period.
- 16.2 The Employer agrees to offer and pay no more than the monthly premium in effect on July 1, 2006, for the employee's portion of dental insurance covering check-ups and teeth cleaning, cavity repair and tooth extractions, and high cost fillings, root canal fillings, gums and bone diseases (*non-surgical*) subject to certain deductibles and reimbursement percentages. The employee may elect to pay the cost of dependent coverage for the above coverages at his own expense. That coverage will also include coverage, again subject to certain deductibles and reimbursement percentages, for teeth straightening for dependents as defined by the carrier.
- 16.3 The Employer shall continue in effect the present coverage of insurance programs currently available to employees; however, this statement, nor any other contract language, is to be construed as limiting the Employer's authority to change insurance carriers. Employees will be notified of such change thirty (30) days before its effective date.

## **Article 17 – Holidays**

17.1 Legal holidays observed by the Library are:

New Year's Day	Independence Day
Presidents' Day	Labor Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day

17.1.a On the Friday following the Thanksgiving holiday, the Employer will make every effort to fill the necessary staffing requirements as follows:

1. All employees will be given the opportunity to volunteer to work.
2. Where vacancies remain in the schedule, the least senior employees within each classification will be scheduled to work.

17.2 When a holiday falls on Sunday, the following day shall be the holiday and the Library will be closed both Sunday and Monday. Full-time employees covered by this Agreement shall be paid eight (8) hours pay at the basic hourly rate as holiday pay for the foregoing holidays.

17.3 Regular part-time staff will have their schedules adjusted during weeks in which a holiday(s) occurs so that they are credited at the beginning of the week with pay equal to the amount of hours on their base weekly schedule divided by five (5) *(i.e. a thirty (30) hour week employee will be credited with six (6) hours of holiday pay and will be scheduled for twenty-four (24) hours during the balance of the week).*

17.4 An employee shall forfeit his right to payment for a holiday if absent from work on the scheduled day preceding such holiday or on the next scheduled working day following such holiday except when such employee is on any leave with pay.

17.5 Full-time employees or regular part-time employees who are scheduled to work or called in to work on a holiday shall be paid time and one-half for hours worked on the holiday in addition to holiday pay.

17.6 Employees who are serving their probationary period are entitled to holiday pay for holidays falling within such probationary period.

17.7 Hourly rated employees, Library Shelves, and temporary position employees are not entitled to holiday pay but if they are scheduled to work or called in to work on a holiday, they shall be paid time and one-half (1-1/2) for the hours worked on the holiday.

## **Article 18 – Flex-Leave**

18.1 All paid leave will be included in one policy that will allow greater flexibility for employees and easier administration for the management staff. With a few exceptions, employees will manage their own paid leave. The policy will include two (2) leave

accounts: 1) Flex-Leave Account and 2) Long-term Illness/Injury Account (LTII). The Long-term Illness/Injury account is correlated to the Long Term Disability (LTD) insurance waiting period of ninety (90) calendar days or five hundred and twenty (520) regular scheduled work hours.

18.2 It is the policy of the Cedar Rapids Library Board of Directors to provide a Flex-Leave program that will include all paid leave except as listed below:

- Compensatory time/holiday time coming
- Pay for work performed on a holiday
- Regularly scheduled holiday (*i.e. Christmas, New Year's Day, Thanksgiving, etc.*)
- Workers' Compensation
- Jury Duty
- Military Leave

18.3 This policy is applicable to all bargaining unit employees of the Cedar Rapids Public Library.

18.4 Any employee on an unpaid leave of absence in excess of thirty (30) days will not accrue Flex-Leave or Illness/Injury leave. Accrual will apply to the first thirty (30) days only.

18.5 Definitions:

*Anniversary Date:* Employee's last date of hire as a regular employee with the Library.

*Flex-Leave Account:* Current accumulations of paid leave.

*Long-term Illness/Injury Account:* Accumulated paid leave accessed only as a result of illness/injury after forty (40) consecutive hours (*prorated for part-time employees*) of Flex-Leave for medical purposes. Employees on a concentrated medical treatment program (*i.e.: chemotherapy regimen, etc.*) may be eligible to access for the time spent in treatment without meeting the forty (40) consecutive hour requirement.

*Scheduled Leave:* This paid leave requires notification by the employee and approval received from the Department Director or designee no later than the end of the employee's previous workday or what would have been the end of the previous workday had the employee been scheduled to work. Approval of scheduled leave by the Department Director or designee is subject to the operational needs of the department. A waiver of such notification includes if an employee must leave work due to illness or other emergency situation *or* if an employee calls in with an illness or emergency prior to 3:00 a.m. for all shifts that start before 12:00 p.m. or prior to 7:00 a.m. for all shifts that start at 12:00 p.m. or later. Employees with a diagnosed, chronic illness that is certified by the attending physician, in advance, may be granted, at the discretion of the Department Director, additional scheduled leave. Such employee will be required to cooperate fully in order to qualify. An employee is not required to use Flex-Leave for the

day of the funeral of a spouse, parent, child, sibling, grandparent, grandchild or domestic partner if the funeral is on a day an employee is normally scheduled to work.

*Unscheduled Leave:* This paid/unpaid leave requires that notification must be provided to the Department Director or designee prior to the employee's workday. Approval of unscheduled leave is subject to operational requirements of the department.

- 18.6 Employees will have two (2) paid leave accounts: Flex-Leave Account and Long-term Illness/Injury Account.

- 18.6.a Employees will accumulate paid leave in their Flex-Leave Account on a monthly basis, the first payday of the month according to the following schedule (*part-time accrue on a pro-rata basis*):

Completion of 1 month through 24 months of service .....	11.4 hours
Completion of 25 months through 76 months of service.....	14.7 hours
Completion of 77 months through 132 months of service .....	18 hours
Completion of 133 months through 192 months of service.....	21.4 hours
Completion of 192 months of service .....	24.7 hours

- 18.6.b Employee's whose position profile requires a Master's of Library Science will earn Flex-Leave at the following rate:

Completion of 1 month through 192 months of service .....	21.4 hours
Completion of 192 months of service .....	24.7 hours

- 18.6.c Sick leave account balances on January 1, 2002, will be deposited in the employee's Long-term Illness/Injury Account. Employees will accrue six (6) days annually into the Long-term Illness/Injury Account as spelled out below:

Employees who have more than five hundred and twenty (520) hours on January 1, 2002, will continue to accrue the six (6) additional days until they leave Library employment.

Employees who have less than five hundred and twenty (520) hours on January 1, 2002, will continue to accrue the six (6) additional days only until the Illness/Injury Account reaches five hundred and twenty (520) hours. If the LTII account drops to five hundred (500) hours, the employee will begin accruing four (4) hours per month until the account is again at five hundred and twenty (520) hours.

New hires will accrue six (6) days annually in the Illness/Injury Account only until they reach five hundred and twenty (520) hours.

- 18.7 Employees may utilize the Flex-Leave Account either as scheduled or unscheduled leave.

- 18.7.a Scheduled leave will be deducted from either the Flex-Leave Account or the Long-term Illness/Injury Account, whichever is applicable.
- 18.7.b Unscheduled leave will be deducted from the flex-leave account only. Employees who have used unscheduled leave five (5) times up to forty (40) hours in a calendar year will be required to take additional unscheduled leave during the calendar year without pay except for those situations spelled out under Article 18.5 of this policy.
- 18.8 Employees required to take unscheduled and/or scheduled leave for medical reasons in excess of forty (40) consecutive hours (*prorated for part-time employees*) may use any accumulated paid leave from the Long-term Illness/Injury Account for any additional consecutive hours of leave for medical reasons. The employee must provide the Employer with a statement from his/her attending physician certifying the employee's disabling illness or injury, and duration thereof, before the accumulated leave from the Long-term Illness/Injury Account is approved for use.
- 18.9 Employees with an unused accumulated balance in the Flex-Leave Account on the employee's anniversary date will be allowed to carry the balance into the next year or exercise the option outlined in Article 18.10. Employees are allowed a maximum accumulation of twelve (12) times their monthly accrual rate in effect on the employee's anniversary date in the Flex-Leave Account.
- 18.10 Employees who have an accumulated balance of Flex-Leave in their accounts on their anniversary of less than the annual accrual may elect any combination of the following:
- Carry part or all of the balance into the next year;
  - Convert up to forty-eight (48) hours (*prorated for part-time employees*) to cash at their regular rate on their anniversary date if the Long-term Illness/Injury Account is at or above five hundred and twenty (520) hours or the applicable part-time requirement;
  - Transfer hours to the Long-term Illness/Injury Account.
- 18.10.a Employees who have Flex-Leave Accounts in excess of maximum allowed (*see Article 18.9*) are required to exercise one of the following options applicable:
- If the Long-term Illness/Injury Account is less than five hundred and twenty (520) hours, the employee must transfer the excess amount to the Long-term Illness/Injury Account until five hundred and twenty (520) hours (*prorated for part-time employees*) is accumulated.
- If the Long-term Illness/Injury Account is already at five hundred and twenty (520) hours, the employee has the option of transferring all or a portion of such excess hours in the Flex-Leave Account to the Long-term Illness/Injury Account and/or converting up to forty-eight (48) hours (*prorated for part-time employees*) to cash at their regular rate on their anniversary date.

- 18.11 Employees who terminate employment with the City will receive payment for the balance in the Flex-Leave Account accrued through the employee's last day of employment.
- 18.12 Employees may donate Flex-Leave Account hours to another employee who is on an unpaid medical leave of absence and has exhausted all paid leave hours.

#### ***Article 19 – Longevity Pay***

- 19.1 Longevity rate schedules are intended to recognize long and faithful service, particularly where the opportunity for employment is limited and where there is no provision for further advancement within the base pay range. Longevity rate schedules are not construed as being a part of base pay schedules, which relate to the level, nature, and difficulty of work of positions. Such payments are made as a reward for past service and the amount is not measured by or dependent on hours worked, production, or efficiency. To qualify, employees must have completed the seniority years shown on the schedule and be on the current payroll on the date payments are made. Eligible employees shall receive a prorated longevity payment upon termination.
- 19.2 Longevity rates for full-time employees shall be applied as follows:
- |   |                    |
|---|--------------------|
| After five (5) years of seniority .....         | \$20.00 per month  |
| After ten (10) years of seniority .....         | \$40.00 per month  |
| After fifteen (15) years of seniority .....     | \$60.00 per month  |
| After twenty (20) years of seniority .....      | \$80.00 per month  |
| After twenty-five (25) years of seniority ..... | \$100.00 per month |
- 19.3 Payment of longevity shall be made twice yearly to employees on the payroll at that time. An employee shall not accumulate longevity pay in any month in which he is on unpaid status for a total of ten (10) or more unpaid days. However, an employee shall not lose longevity pay for the first applicable unpaid leave during the contract year, if the leave does not exceed twenty-two (22) unpaid days. If the leave exceeds twenty-two (22) unpaid days, the excess shall be calculated as though the first twenty-two (22) days had not been taken.
- 19.4 Employees in regular part-time positions will receive prorated longevity payments based on their seniority date in a full or regular part-time position. However, those employees currently in a full or regular part-time position and who were given regular part-time status on July 1, 1975, shall have their longevity date computed from their employment date.

#### ***Article 20 – Absence Without Leave***

- 20.1 Any employee who is absent from duty for a valid reason other than illness shall report the reason to his supervisor as early as is possible.



- 20.2 All unauthorized and unreported absences shall be considered absence without leave, and deduction of pay shall be made for the period of absence. Such absences may be grounds for disciplinary action.
- 20.3 Any employee who is absent from his job for three (3) consecutively scheduled workdays without authorization or just cause shall be considered to have abandoned his job and resigned.

#### **Article 21 – Unpaid Leaves**

- 21.1 The Director may authorize an unpaid leave for a period not to exceed six (6) months.
- 21.2 Normally, requests for unpaid leave will not be granted until available leave has been exhausted.
- 21.3 Employees wishing to request an unpaid leave should do so in writing to their Department Director, specifying the exact dates and reason for the leave. Department Directors will forward the request to the Director or Assistant Director with a recommendation as to whether or not the request should be granted.
- 21.4 The employee will pay for his own health, dental and life insurance in any month in which he does not accumulate seniority.
- 21.5 See Articles 10.2, 18, and 19.3 of this Agreement for the effect of an unpaid leave on seniority, longevity, and flex-leave.
- 21.6 The Employer will endeavor to grant to an employee designated by the Union time off to handle Union business above the local Union level, such as attendance at national or regional meetings or conferences. Such time off shall be without pay, but without loss of seniority or benefits. It is agreed that not more than two (2) employees shall be so engaged at any one time, and not more than twenty (20) days shall be used in the contract year. The Employer shall be given at least two (2) weeks notice in advance of beginning date and of the probable duration of such absences.

#### **Article 22 – Court Leave**

- 22.1 Leave with pay is granted for necessary court appearances as a juror or as a subpoenaed witness. This shall be construed to mean pay for the scheduled work hours posted for the employee selected for such court appearances. Leave without pay will be granted where the employee is the plaintiff or defendant in a case.
- 22.2 The Employer shall pay the difference in salary between jury pay or court appearance pay (*exclusive of allowances for subsistence and travel*) and the employee's regular salary while in such service. If the employee is discharged from the jury or court appearance before the workday ends, the employee must report immediately to the Employer for work.

- 22.3 The Employer will not pay for the time any employee, who lives outside of Linn County, spends in traveling from any jury or court appearance in his county of residence to the Library work site.
- 22.4 Any exception to the above may be presented to the Library Director on an individual basis.

### **Article 23 – Safety**

- 23.1 The Employer and the Union recognize the importance of the personal safety and health of individual employees on the job. The Employer shall endeavor to ensure a safe working place.
- 23.2 Employees will not be required to work in areas or to operate equipment that is a hazard to themselves or the public. Periodic training in safety matters will be provided to employees, especially those who engage in hazardous work. Employees will have access to protective gear required by law. Employees will handle property and equipment of the Employer with due care appropriate to the nature of the work and equipment employed.
- 23.3 An employee shall report as soon as possible any safety problem to the person in charge.
- 23.4 If an employee is working in a location or with equipment that presents an imminent personal hazard, the employee will report said situation immediately to the person in charge of his area who will determine the minimal standard under which the employee must work. If the employee feels he has been directed to work in a location or with equipment that poses an imminent personal hazard, he may file a Step 2 grievance with the Assistant Director. Other disputes over safety hazards will be processed through the regular grievance procedure in Article 15.
- 23.5 An employee involved in an accident with Library equipment shall immediately report said accident to his Department Director and is responsible for filling out an accident report promptly, submitting all available names and addresses of witnesses. He shall also report any physical injuries sustained by himself or any other persons involved in such accident.
- 23.6 Occasionally, in the interest of the welfare and safety of the Library staff, the Director or Library Board may excuse employees from one or more agencies for a short period of time without loss of pay. Employees working at other agencies may be required to stay on the job without equal time off.

### **Article 24 – Workers' Compensation**

- 24.1 Any employee injured while on duty must report such injury to his Department Director and fill out an accident report promptly. An employee required to leave the job because of such injury and required to remain off the job by licensed medical authority (*i.e. physician or nurse*), will be paid for the balance of the employee's scheduled day.

- 24.2.a All accidents must be reported to the supervisor within twenty-four (24) hours or the following working day after the accident to insure proper coverage under the City's Safety Rules and Regulations.
- 24.2.b The first three (3) consecutive calendar days that an employee injured on the job in the employment of the Employer is off work shall be on the basis of such regular medical leave to which he is entitled under the pay plan of the Employer.
- 24.2.c After said three (3) day period, the employee shall be entitled to thirty (30) further days medical leave without the same being deducted from his Flex-Leave or LTII whichever is applicable if recommended by the City physician and approved by the Library Board of Trustees.
- 24.2.d After the expiration of said additional thirty (30) day period, the employee shall be examined by the City physician and the City physician shall make his report to the Library Board of Trustees or its authorized representative; that the Library Board of Trustees or its representative shall then confer with the employee and such other persons as may have a material relationship to the matter, and the Library Board of Trustees shall then determine and prescribe whether the employee may be entitled to any further medical leave without the same being deducted from the Flex-Leave or LTII, whichever is applicable provided by the pay plan.
- 24.2.e Employees injured in the course of regular employment with another employer, (*on the payroll of another employer*), shall not be eligible to use medical leave from the Public Library.

#### **Article 25 – Common Interest Forum**

- 25.1 The parties agree to establish a Common Interest Forum for the purpose of ensuring communication between staff and management, to discuss and review ideas, and to avoid unnecessary disputes.

The Common Interest Forum shall consist of three members of management appointed by the Library Director and three members of the bargaining unit appointed by the Union president. The members of the Forum shall determine its structure, agenda, and methods of operation.

The Common Interest Forum shall be convened by the parties at least bi-monthly, at mutually agreeable times and places.

It is the intent of the parties that the Common Interest Forum supports the collective bargaining process and the established dispute resolution procedures. The Employer and the Union each retains all of the rights outlined in the Agreement and the law.

#### **Article 26 – Breaks**

- 26.1 Any employee working an eight (8) hour day shall receive two 15- minute break periods.

- 26.2 Employees who work an eight (8) hour day shift shall receive a break in the morning and the afternoon.
- 26.3 Employees who work an eight (8) hour evening shift shall receive two scheduled breaks.
- 26.4 Any part-time or hourly staff working a consecutive four-hour period or more shall receive a 15-minute break.
- 26.5 Breaks may not be accumulated.

#### **Article 27 – Outside Employment**

- 27.1 Regular full-time employees may undertake employment outside of the Cedar Rapids Public Library only if there is no conflict of working hours, no impairment of the working efficiency of the employee, or no conflict of interest as a result of the other position. If one of the foregoing occurs, the Director may request that the employee resign from one of the positions.
- 27.2 The Employer hereby states and the Union agrees, that the Employer totally absolves itself of any liability of any consequence for any claim, charge, or suit, brought against an employee arising out of his activities on outside employment, either of a civil or criminal nature. The employee engaging in such outside activity, agrees that he will absolve and hold the Employer harmless from any such claim, charge, or suit.
- 27.3 Employees engaged in outside employment shall in no way purport to be representing the Public Library.
- 27.4 Employees may not engage in outside activities while on duty nor may the Employer's property be used for any but Library business, unless specifically authorized by the Director.
- 27.5 Part-time employees, who may also be employed elsewhere, nevertheless are obligated to work as scheduled by the Employer.
- 27.6 The Employer recognizes the need to schedule students around class contact hours.

#### **Article 28 – Miscellaneous**

- 28.1 *Mileage:* Reimbursement for the authorized use of private vehicles on official Library business shall be paid at the maximum rate allowable under State law, after approval by the Library Board of Trustees.
- 28.2 Prior to elimination or replacement of full-time positions with part-time positions, management will meet and discuss the changes with the Union representative.
- 28.3 The Union may designate a staff representative to attend the meetings of the Library Board of Trustees as an observer. *(This is not to be considered as time worked for the purpose of computing wages).*

**Article 29 – Americans with Disabilities Act**

- 29.1 The employer and the Union will adhere to all provisions of the Americans with Disabilities Act.

**Article 30 – Complete Agreement**

- 30.1 The Union and the Employer acknowledge that the understandings and agreements arrived at between the parties after negotiations are set forth in this Agreement. Therefore, the Employer and the Union for the duration of this Agreement and any extensions thereof, each voluntarily and unqualifiedly waive the right to bargain collectively with respect to any subject or matter even though said subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.
- 30.2 This article is not intended to prohibit discussion between the Employer and employees in regard to existing practices or any changes effected by either the legislature or courts during the term of this Agreement.

**Article 31 – Separability and Savings Clause**

- 31.1 It is the sense and intention of the parties hereto that all of the provisions of this Agreement shall comply with all applicable statutes or authority or restriction on authority granted the Employer and any ordinances, rules, and regulations made in compliance with such statute.
- 31.2 In the event that any provision of the Agreement shall, at any time, be declared invalid by a court of competent jurisdiction or found to be in conflict with any statute, ordinance, or rule or regulation made in compliance with such statute, such decision or conflict shall not invalidate the entire Agreement and it being the express intention of the parties that all other provisions of this Agreement shall remain in full force and effect.
- 31.3 In the event that any provision of this Agreement is held invalid, as set forth above, the parties shall enter into negotiation to modify such provision to comply with such decision.
- 31.4 *(From the Code of Iowa)*  
"601A.14 Promotion or transfer. After a handicapped individual is employed, the Employer shall not be required under this chapter to promote or transfer such handicapped person to another job or occupation, unless, prior to such transfer, such handicapped person by training or experience is qualified for such job or occupation. Any collective bargaining agreement between an employer and labor organization shall contain this section as part of such agreement."

**Article 32 – Effective Date**

32.1 This Agreement shall be in full force and effect from July 1, 2006, to and including June 30, 2007. Written notice to negotiate a new agreement must be serviced by either party between September 1, 2006, and September 15, 2006.

Signed this 15<sup>th</sup> day of June, 2006.

**Communications Workers of America**

Midge Slater  
CWA International Representative

MJ Webb  
CWA International Local President

Lola L. Shull  
CWA Local Representative

**Cedar Rapids Public Library**

Carol A. Burns  
Board of Trustees

Lon Barker  
Director

***Library Bargaining Unit Plan – Salary Schedule***

Effective 1<sup>st</sup> Payday in July, 2006

<u>Job Title</u>	<u>Grade</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
Library Shelver**	00	9.59	10.19	10.79
Mobile Servs Driver Materials Clerk	12	12.88	15.14	
Bldg Maint Wkr I Department Clerk Material Processor	14	13.33	15.66	
Mtls Purchasing Clerk	16	13.79	16.21	
Bldg Maint Wkr II Interlib Exchg Rep I Mtls & Ref Asst	18	14.29	16.84	
Sub Abuse Spec	22	15.33	18.07	
A-V Tech Specialist Program Spec II	30	18.12	21.20	

\* All job titles are preceded with the word Library

\*\* There is a 6-month time period between each step  
Wage increase = 3.25%

Those employees with less than two (2) years of seniority as of July 1, 2006, shall be placed in and paid as shown in Pay Rate B.

Those employees with two (2) years or more of seniority as of July 1, 2006, shall be placed in and paid as shown in Pay Rate C. If an employee's two (2) year seniority date falls during the contract year, he will move to rate C on his seniority date.

**Appendix A**  
**FLEX-LEAVE POLICY**  
**CWA Bargaining Unit**

**BACKGROUND**

All paid leave will be included in one policy that will allow greater flexibility for employees and easier administration for the management staff. With a few exceptions, employees will manage their own paid leave. The policy will include two (2) leave accounts: 1) Flex-Leave Account; and, 2) Long-term Illness/Injury Account. The Long-term Illness/Injury account is a correlation to the Long-term Disability Insurance waiting period of ninety (90) calendar days, or five hundred and twenty (520) regular scheduled work hours.

**POLICY**

It is the policy of the Cedar Rapids Library Board of Directors to provide a Flex-Leave program that will include all paid leave except as listed below.

**EXCLUSIONS**

This policy *does not* include nor does it apply to: 1) compensatory time/holiday time coming, 2) pay for work performed on a holiday; 3) regularly scheduled holiday (i.e.: Christmas, New Year's Day, Thanksgiving, etc.); 4) workers' compensation; 5) jury duty; or, 6) military leave.

**SCOPE**

This policy is applicable to all bargaining unit employees of the Cedar Rapids Public Library.

**EXCEPTIONS**

Any employee on an unpaid leave of absence in excess of thirty (30) days will not accrue Flex-Leave or Illness/Injury leave. Accrual will apply to the first thirty (30) days only.

**DEFINITIONS**

1. ANNIVERSARY DATE: Employee's last date of hire as a regular employee with the Library.
2. FLEX-LEAVE ACCOUNT: Current accumulations of paid leave.
3. LONG TERM ILLNESS/INJURY ACCOUNT: Accumulated paid leave *accessed only* as a result of illness/injury after forty (40) consecutive hours (*prorated for part-time employees*) of Flex-Leave for medical purposes. Employees on a concentrated medical treatment program (i.e.: *chemotherapy regimen, etc.*) may be eligible to access for the time spent in treatment without meeting the forty (40) consecutive hour requirement.
4. SCHEDULED LEAVE: This paid leave requires notification by the employee and approval received from the Department Director or designee no later than the end of the employee's previous workday or what would have been the end of the previous workday had the employee been scheduled to work. Approval of scheduled leave by the Department Director or designee is subject to the operational needs of the department. A waiver of such notification includes if an employee must leave work due to illness or other emergency situation or if an employee calls in prior to 3 a.m. with an illness or emergency situation. Employees with a diagnosed, chronic illness that is certified by the attending physician in advance may be granted, at the discretion of the Department Director, additional scheduled leave. Such employee will be required to cooperate fully in order to qualify. An employee is not required to use Flex-Leave for the day of the funeral of a spouse, parent, child, sibling, grandparent, grandchild or domestic partner if the funeral is on a day an employee is normally scheduled to work.
5. UNSCHEDULED LEAVE: This paid/unpaid leave requires that notification must be provided to the Department Director or designee prior to the employee's workday. Approval of unscheduled leave is subject to operational requirements of the department.



## **SPECIFIC PROVISIONS**

1. Employees will have two (2) paid leave accounts:
  - a. Flex-Leave Account
  - b. Long-term Illness/Injury Account
2. Employees will accumulate paid leave in their Flex-Leave Account on a monthly basis, the first pay day of the month, according to the following schedule (part-time accrue on a pro-rata basis):

Completion of 1 month through 24 months of service .....	11.4 hours monthly
Completion of 25 months through 76 months of service .....	14.7 hours monthly
Completion of 77 months through 132 months of service .....	18.0 hours monthly
Completion of 133 months through 192 months of service .....	21.4 hours monthly
Completion of 192 months of service.....	24.7 hours monthly

MLS employees will accumulate paid leave in their Flex-Leave Account on a monthly basis of:

Completion of 1 month through 192 months of service .....	21.4 hours monthly
Completion of 192 months of service.....	24.7 hours monthly

Sick leave account balances on January 1, 2002, will be deposited in the employee's Long-term Illness/Injury Account. Employees will accrue six (6) days annually into the Long-term Illness/Injury Account as spelled out below:

- a. Employees who have more than five hundred and twenty (520) hours January 1, 2002, will continue to accrue the six (6) additional days until they leave Library employment.
  - b. Employees who have less than five hundred and twenty (520) hours on January 1, 2002, will continue to accrue the six (6) additional days only until the Illness/Injury Account reaches five hundred and twenty (520) hours. If the LTII account drops to five hundred (500) hours, the employee will begin accruing four (4) hours per month until the account is again at five hundred and twenty (520) hours.
  - c. New hires will accrue six (6) days annually in the Illness/Injury Account only until they reach five hundred and twenty (520) hours.
3. Employees may utilize the Flex-Leave Account either as scheduled or unscheduled leave.
  - a. Scheduled leave will be deducted from either the Flex-Leave Account or the Long-term Illness/Injury Account, whichever is applicable.
  - b. Unscheduled leave will be deducted from the Flex-Leave Account only. Employees who have used Unscheduled Leave five (5) times up to forty (40) hours in a calendar year (prorated for part-time employees) will be required to take additional unscheduled leave during the calendar year without pay except for those situations spelled out under the DEFINITIONS section of this policy.
4. Employees required to take unscheduled and/or scheduled leave for medical reasons in excess of forty (40) consecutive hours (prorated for part-time employees) may use any accumulated paid leave from the Long-term Illness/Injury Account for any additional consecutive hours of leave for medical reasons. The employee must provide the employer with a statement from his/her attending physician certifying the employee's disabling illness or injury, and duration thereof, before the accumulated leave from the Long-term Illness/Injury Account is approved for use.
5. Employees with an unused accumulated balance in the Flex-Leave Account on the employee's anniversary date will be allowed to carry the balance into the next year or exercise the option outlined in paragraph six (6). Employees are allowed a maximum accumulation of twelve (12) times their monthly accrual rate in effect on the employee's anniversary date in the Flex-Leave Account.

Employees who terminate employment with the City will receive payment for the balance in the Flex-Leave Account accrued through the employee's last day of employment.

6. Employees who have an accumulated balance of Flex-Leave in their accounts on their anniversary of less than the annual accrual may elect any combination of the following:
  - a. Carry part or all of the balance into the next year;
  - b. Convert up to forty-eight (48) hours (prorated for part-time employees) to cash at their regular rate on their anniversary date if the Long-term Illness/Injury Account is at or above five hundred and twenty (520) hours, or the applicable part-time requirement;
  - c. Transfer hours to the Long-term Illness/Injury Account.
7. Employees who have Flex-Leave Accounts in excess of maximum allowed (*See Paragraph 5*) are required to exercise one of the following options, applicable:
  - a. If the Long-term Illness/Injury Account is less than five hundred and twenty (520) hours, the employee must transfer the excess amount to the Long-term Illness/Injury Account until five hundred and twenty (520) hours (prorated for part-time employees) is accumulated.
  - b. If the Long-term Illness/Injury Account is already at five hundred and twenty (520) hours, the employee has the option of transferring all or a portion of such excess hours in the Flex-Leave Account to the Long-term Illness/Injury Account and/or converting up to forty-eight (48) hours (prorated for part-time employees) to cash at their regular rate on their anniversary date.
8. Employees may donate Flex-Leave Account hours to another employee who is on an unpaid medical leave of absence and has exhausted all paid leave hours.

#### **IMPLEMENTATION PROCEDURES**

- A. Employees may carry into 2002 vacation and personal leave hours. These hours will be deposited, hour for hour, into the employee's Flex-Leave account on January 1, 2002. Employees who have personal leave hours in their accounts on June 30, 2001 will be allowed to carry those forward into FY02.
- B. Employees will have vacation earned during 2001 for use during 2002 deposited in their Flex-Leave Account on January 1, 2002. Those with anniversaries in January will receive 11/12, February 10/12, March 9/12, April 8/12, May 7/12, June 6/12, July 5/12, August 4/12, September 3/12, October 2/12, November 1/12 of their annual entitlement. Employees with December anniversary dates will not have any vacation earned until January when they receive the first of their monthly accrual deposited into their Flex-Leave Account.
- C. Employees will have the balance of their sick leave accounts deposited in their Long-term Illness/Injury Account on January 1, 2002.
- D. During the transition period, employees may use their Long-term Illness/Injury Account for illnesses/injuries until July 1, 2002, without being off work for forty (40) consecutive hours for medical reasons. This privilege will cease July 1, 2002, except for those special circumstances discussed elsewhere in the Policy.
- E. Employees with anniversary dates during July through December may run negative balances until the month of their anniversary during 2002 only.
- F. Employees who have 450 hours in their sick leave after receiving their December 2001 accrual deposit, will have their sick leave account increased to 520 hours prior to December 31, 2001.